

RESOLUTION NO. 2453

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY MARYLAND AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE MARYLAND DEPARTMENT OF CORRECTIONS FOR USE OF INMATE WORK CREWS IN CONJUNCTION WITH CITY FORCES

WHEREAS, The City of Salisbury desires to enter into an agreement with the Maryland Department of Corrections, Poplar Hill Pre-Release Unit, to allow the City to use inmate work crews throughout the City on various projects; and

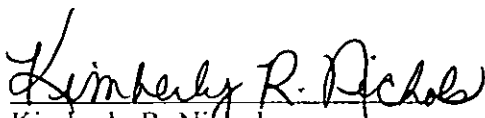
WHEREAS, the terms and conditions of the proposed agreement are set forth in the attached Memorandum of Understanding (MOU); and

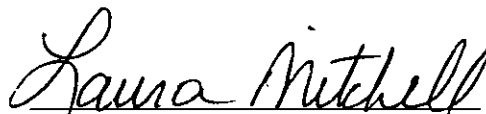
WHEREAS, The City has included \$20,000 in the fiscal year 2015 budget to reimburse the Department of Corrections for the use of the inmate work crews; and

NOW, THEREFORE BE IT RESOLVED, that the Council of the City of Salisbury authorizes the Mayor to enter into the aforementioned MOU with the Department of Corrections, Poplar Hill Pre-Release Unit.


THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 13 day of October, 2014 and is to become effective immediately upon adoption.

ATTEST:


Kimberly R. Nichols
CITY CLERK


Laura Mitchell
VICE PRESIDENT, City Council

APPROVED by me this 14th day of October, 2014


James Upton, Jr.
MAYOR, City of Salisbury

City of Salisbury



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

MARYLAND

MICHAEL S MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

To: Tom Stevenson
From: Michael Moulds, Director of Public Works
Date: September 23, 2014
Copy:
Re: Poplar Hill Pre-Release Unit, Memorandum of Understanding

Attached for Council consideration is a Resolution authorizing the Mayor to enter into a Memorandum of Understanding (MOU) with the Department of Corrections, Poplar Hill Pre-Release Unit. This is a renewal of an existing program offered by Poplar Hill to utilize inmates for various projects, such as weed removal, debris collection and general maintenance throughout the City.

We have requested modifications to the MOU to be able to use up to 8 inmates with the supervision of a correctional officer to be able to perform larger projects. The Term conditions have also been modified to keep the MOU in force until either party terminates the MOU with 30 days written notice.

Attachment B lists the rates for utilizing this program. The FY 15 budget includes \$20,000 under account number 31150-523615 to cover the expenses for these services.

Unless you or the Mayor have any questions or require any additional information, please forward this Ordinance to the City Council.

A handwritten signature in black ink, appearing to read "Michael S. Moulds".

Michael S. Moulds, P.E.
Director of Public Works

Attachments

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SALISBURY
And
MARYLAND DEPARTMENT OF PUBLIC SAFETY AND
CORRECTIONAL SERVICES**

THIS MEMORANDUM OF UNDERSTANDING ("MOU" or "AGREEMENT") made this 10th day of December, 2014, by and between the City of Salisbury (hereinafter referred to as "City") and the State of Maryland Department of Public Safety and Correctional Services (hereinafter referred to as "DPSCS").

Whereas, the City is in need of unskilled and semi-skilled laborers; and

Whereas, the DPSCS can provide pre-release security inmates to perform the necessary services; and

Whereas, no member of the inmate work crew shall have been, convicted of a violent crime, including but not limited to murder, rape, child molestation; and

Whereas, the parties desire to formalize the terms and conditions under which the DPSCS's inmate work crews can serve the City,

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. TERM

This MOU is effective upon the day and date last signed and executed by the governing bodies of the parties represented, and shall remain in force and continuing until terminated by either party. This MOU may be terminated, without cause, by either party with 30 days written notice.

II. SCOPE OF SERVICES

The inmate work crews will perform the following specified work under the specified conditions (see attached Standard Operating Procedures): general sanitation, grass cutting, weed trimming, snow removal, and any other duties as agreed upon between agencies.

III. COMPENSATION

This MOU provides for two categories of PSW crews:

- Crew #1 - will be supervised by the City of Salisbury (no correctional officer required)
- Crew #2 - will be supervised by DPSCS (which requires a correctional officer).

Attachment B – Public Safety Works Daily Rate Calculation is a listing of the costs for services provided. There will be separate billings for each crew.

The City of Salisbury supervised crew will be identified as Crew #1 for billing purposes and the per diem rate will be \$87.71 daily (transportation and inmate labor costs).

The DPSCS supervised crew will be identified as Crew #2 for billing purposes and the per diem rate will be \$317.12 daily (C.O., transportation and inmate labor costs).

The Daily Rate Calculation will be reviewed and adjusted annually as approved by both parties. Invoices must include the crew number and amount in accordance with this MOU.

IV. INDEMNIFICATION

Subject to any limitations imposed by law, the parties agree that each party shall be responsible for its own actions and omissions, pursuant to the performance of this MOU, and neither party shall try to hold the other liable with respect to any matter not arising from the other party's actions or omissions. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Acts and other Maryland law.

V. TERMINATION

- A. If the City or the DPSCS determines that either party has failed to fulfill in a satisfactory manner its obligations under this MOU, or if either party violates any of the covenants, agreements, or stipulations of this MOU, either may terminate this MOU by giving written notice to the other and specifying the effective date thereof.
- B. If, for any reason, other than reasons covered under section V.A., the City or the DPSCS wishes to terminate this agreement, it may do so by giving written notification thereof, at least thirty (30) days prior to termination. The DPSCS shall be compensated for all work previously completed prior to termination.

VI. NONDISCRIMINATION

The DPSCS shall not discriminate in connection with the performance of this MOU against any person on the basis of race, creed, color, national origin, religion, sex, age, sexual orientation, marital status, or mental or physical handicap not reasonably related to the performance of this agreement.

VII. AUDITS

At any time during business hours and as often as City may deem necessary, the DPSCS shall make available to City for inspection, records with respect to the services provided under this Agreement. The DPSCS shall permit the City to audit, examine, and make copies, excerpts or transcripts from such records, and to make audits of all data relating to matters covered by this Agreement. The DPSCS shall maintain and retain all records and other documents related to the Agreement for a period of (3) three years from the date of payment for services, except in cases where unresolved audit questions require a longer period of time for resolution, as determined by the City.

VIII. NOTICES

Any notice required or permitted under this MOU shall be in writing and hand delivered with receipt obtained therefore or mailed, postage prepaid, to the other party by certified mail, return receipt requested to the parties at the following addresses:

FOR CITY OF SALISBURY

James Ireton, Jr
Mayor
125 N. Division St.
Salisbury MD 21801-4940

FOR THE DEPARTMENT

John Rowley
Public Safety Works Coordinator
13800 McMullen Highway, SW
Cumberland, MD 21502

IX. COMPLIANCE WITH LAW

The DPSCS shall comply with all federal, state, and local laws, ordinances, rules and regulations applicable to the services to be provided or performed under the terms of this Agreement

X. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Maryland.

XI. ENTIRE MOU/MODIFICATION

This MOU and Attachment(s) A and B constitute the entire and full understanding between the parties hereto and neither party shall be bound by any representation, statement, promise, or agreements not expressly set forth herein. Any modification to this MOU shall be by written Amendment, executed and approved by both parties, (i.e., Attachment A – Public Safety Works Standard Operating Procedures).

XII. FURTHER ACTS TO EFFECTUATE AGREEMENT

Each party shall execute such other and further instruments and perform such acts as may be reasonably required to effectuate the purposes of the Agreement.

XIII. SEVERABILITY

Should any provision of the Agreement be found, held, or deemed to be unenforceable, voidable, as contrary to law or public policy under the laws of Maryland, or the federal government, the parties intend that the remaining provisions of the Agreement shall nevertheless continue in full force and be binding upon the parties, its assigns and successors

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this MOU to be executed, sealed and delivered on the day and year first above written.

WITNESS:

CITY OF SALISBURY

Michael S. Mallon

12/10/14
Date

By: *James Creton, Jr.*
James Creton, Jr., Mayor

ATTEST:

STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY
AND CORRECTIONAL SERVICES

Date

By: *Gregg Hershberger*
Gregg Hershberger, Secretary

APPROVED FOR FORM AND LEGAL
SUFFICIENCY

By: *Stuart M. Ballh* 11/24/14
Assistant Attorney General Date

ATTACHMENT(S):

- A – Public Safety Works Standard Operating Procedures.**
- B – Public Safety Works Inmate Daily Rate Calculation**

ATTACHMENT A

DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES

PUBLIC SAFETY WORKS

STANDARD OPERATING PROCEDURES

1. Inmates will be treated with the same courtesy and respect as any other employee.
2. An inmate labor crew will consist of a minimum of four (4) to a maximum of eight (8) pre-release or minimum security inmates. One Correctional Officer (CO) is required to supervise a minimum security inmate labor crew. A Department of Public Safety and Correctional Services (DPSCS or Department) facility may provide fewer inmates on a regular basis if mutually agreed upon by The City of Salisbury (Requestor) and the DPSCS Administrator.
3. The inmate labor crew will normally work during business hours on week days, excluding State holidays. A cancellation by either the Requestor or DPSCS shall be made at least 24 hours in advance of the normal start time, except in emergency situations, and then notification will be provided as soon as possible.
4. The normal work day for the inmate labor crew is eight (8) hours. This eight (8) hour time period will include a 30-minute break for lunch. A shorter work day may be used by mutual agreement between the Requestor and the DPSCS Administrator. Travel time to and from the DPSCS facility and the designated work site/meeting point will not be included in the work day for the inmate labor crew. The inmate labor crew will be transported to the work site in an appropriate vehicle provided by DPSCS and driven by a CO unless arrangements have been made for the Requestor to provide transportation of pre-release inmates.
5. Hours worked by the inmate labor crew shall be documented on the Work Detail Daily Report by the work detail supervisor. The Work Detail Daily Report identifies the work site, work performed, DPSCS facility which furnished the inmate labor crew, inmates utilized, date worked, time work began, time work stopped and supervising staff. In addition, any/all problems will be included in the comment section.
6. The inmate labor crew will work under the direction of a Requestor's work supervisor. When present, the CO will be responsible for the custodial supervision of the inmates and to ensure inmates are performing their assigned duties.
7. Whenever a DPSCS staff member is present, they will read and sign off on the SOPs and Post Orders. When the pre-release inmate labor crew is only working under a Requestor's supervisor, the Requestor's supervisor will first be oriented by reading and signing a copy of the Inmate Public Works Standard Operating Procedures.
8. When pre-release inmates are being supervised by a Requestor's supervisor, the person transporting the inmates will only deliver the inmates directly to the Requestor's supervisor or administrative staff.
9. The Work Detail Daily Report will be checked for accuracy with the Requestor's supervisor and be completed and returned to the transporting staff member to be given to the Institutional Work Detail Coordinator.

10. The supervisor of the inmate labor crew will be provided a recent photograph or a clear photocopy of the inmate's "E" card, as well as a physical description, (i.e., height, weight, etc.), for each inmate assigned to the crew.
11. The Requestor's employees and those acting in an official capacity for the Requestor are prohibited from engaging in personal relationships with inmates. Such relationships include the offering of gifts of any kind, food, cigarettes, accepting and placing telephone calls involving inmates, and sending or receiving any form of written communication involving an inmate, etc.
12. Under no circumstances will an inmate be transported across State lines.
13. The CO, or when agreed upon by the DPSCS Administrator, a Requestor's supervisor shall ensure all inmates are accounted for and within their sight or hearing at all times. The exceptions to this are for emergencies or extenuating circumstances. Any circumstance which involves an inmate being out of sight or hearing for more than ten minutes must be documented on the Work Detail Daily Report.
14. The Facility Inmate Public Works Coordinator will ensure that the working location of the inmate labor crew is known at all times by the facility. DPSCS will conduct periodic spot checks of inmate labor crews, as well as maintain an adequate form of communication with the crew supervisor while at the designated work site.
15. The Requestor, when utilizing inmate services, will provide each labor crew inmate with the necessary safety supplies, tools and equipment. This includes, but is not limited to, proper eye protection, work gloves, and foul weather clothing for each inmate. When present, the CO will be responsible for returning the inmate labor crews safety equipment and foul weather gear at the end of each work day.
16. The Requestor, when utilizing inmate services, will provide safety training for the staff and inmates prior to performing work detail assignments. DPSCS is responsible to assist in identifying the training needs of each inmate and/or inmate labor crew. Training could include the viewing of safety videotapes and/or material provided through the Requestor at the DPSCS facility prior to arriving at the designated work site. This training will be documented on appropriate DPSCS training records.
17. Inmates are not permitted to operate any type of motor vehicle.
18. Inmates may not enter any residences unless specifically identified as part of the work project.
19. Inmates are not permitted to supervise other inmates.
20. If weather related conditions, (i.e., temperature, storms, etc.) become an issue, the CO or Requestor's supervisor shall contact the appropriate DPSCS facility prior to leaving the work site. If the inmate labor crew is ultimately dismissed for the remainder of the work day, the reason and who initiated the request should be noted on the Work Detail Daily Report.
21. Inmate labor crews are prohibited from making personal stops, (i.e., convenience stores, fast food restaurants, etc.). Inmates will be taken directly to the work site and back. They are not to interact with the public other than in the performance of their duties.

22. Questionable items such as contraband shall be released to the DPSCS for appropriate processing.
23. Inmates are prohibited from using any telephone/cell phone or having possession of a cell phone at any time.
24. Problems concerning the quality and/or quantity of work performed by the inmate labor crew shall be discussed and resolved through the Requestor's on-site supervisor and the on-site DPSCS Correctional Officer. If the problem remains unresolved, the Requestor is to notify the Inmate Work Detail Coordinator, Captain Michelle Jones at: (w) 410-230-1559 or (c) 443-957-0001. All problems will be documented on the Work Detail Daily Report.
25. The DPSCS shall be responsible for the cost of any medical care or treatment required as a result of injury to an inmate labor crew worker. A DPSCS medical contractor shall normally provide such medical care.
26. Staff assigned to Inmate Public Works should possess a cell phone and emergency numbers to facilitate their ability to contact appropriate agencies in the event of an emergency.
27. Injury to an inmate will be addressed in the following manner:

Minor Injury

The CO or Requestor's staff, provided they are First Aid Certified, may treat an inmate on-site. If certified staff is not available, the inmate will be transported to the nearest medical facility or DPSCS facility for treatment. The sending facility, Poplar Hill Pre-Release Unit (PHPRU) will be notified immediately at: 410-845-4580.

Serious Injury

The CO or Requestor's staff, provided they are First Aid Certified, shall render first aid when possible or request 911 assistance be dispatched to the work site. The CO, when present, will secure all remaining inmates into the DPSCS vehicle, notify the appropriate DPSCS facility to dispatch assistance as needed, and request further instruction from the shift supervisor. If a CO is not present, the Requestor's staff will maintain control over the inmate labor crew, notify the appropriate DPSCS facility (PHPRU at 410-845-4580) to dispatch assistance as needed and request further instruction from the shift supervisor. The sending facility for the inmate labor crew and Police (911) will be notified as soon as practical.

Following an injury, a written report will be prepared by a CO with copies forwarded to the appropriate DPSCS facility's medical department and the DPSCS Coordinator for inmate labor crews if applicable.

28. It is permissible for an inmate to use restrooms at the work site and project portable toilets. Public restrooms in businesses may not be utilized. Staff may call the DPSCS Public Works Detail Coordinator at: 443-957-0001 for approval to use a restroom at sites not approve above.
29. Bag lunches will be provided by the facility. Bag lunches may be consumed at the work site and/or within the Department's vehicle(s). Special approval may be granted by the DPSCS Public Works Detail Coordinator (443-957-0001) to deviate from this procedure.

30. In the event an inmate escapes/walks away from the work site without authorization or gets in a vehicle and drives or is driven away from the work site, all remaining inmates will be secured in the DPSCS vehicle or secured by the Requestor as agreed upon with the facility administration. The CO or Requestor's staff will immediately contact the sending facility (PHPRU at 410-845-4580) of the inmate labor crew status and the Police (911) to report the incident. The remaining inmate labor crew will be secured until staff arrives and assumes custody. A CO shall write a report on the incident prior to leaving the area.
31. Inmates are not permitted to perform work on private property unless in the performance of a non-profit agency's related work. Inmates will not work on school grounds while students are present.
32. Inmates will be frisk searched when leaving the facility and strip searched upon their return to the facility. Inmates may also be randomly searched while performing their work assignments.
33. Facility Public Works Coordinators will ensure that any serious incident is documented per DPSCS policy and copied to the Inmate Public Works Coordinator and the Inmate Work Detail Coordinators.
34. DPSCS shall compensate the Requestor for any damage caused by the inmate labor crew to the Requestor's property.

Signature Inmate Crew Supervisor

Date

ATTACHMENT B

DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES

PUBLIC SAFETY WORKS

FY 2013

DAILY RATE CALCULATION

CREW # 1

Correctional Officer-(Wages and Benefits) – 8 Hours	N/A
Vehicle Recovery and Operating Costs	\$72.11
Inmate Labor Cost – (4 to 8 man crew)	\$15.60
Total Daily Rate	<u>\$87.61</u>
Hourly Rate	N/A

Based on the services requested and agreed to in the MOU, the above rates apply.

ATTACHMENT B

DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES

PUBLIC SAFETY WORKS

FY 2015

DAILY RATE CALCULATION

CREW # 2

Correctional Officer (Wages and Benefits) – 8 Hours	\$230.12
Vehicle Recovery and Operating Costs	\$72.11
Inmate Labor Cost – (4 to 8 man crew)	\$ 15.60
Total Daily Rate	<u>\$317.83</u>
Hourly Rate	<u>\$ 39.73</u>

Based on the services requested and agreed to in the MOU, the above rates apply.